

**DBHDS Contract #720C-04371-14M00  
Dated – August 20, 2013**

**THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN:**

**DEPARTMENT OF BEHAVIORAL HEALTH  
AND DEVELOPMENTAL SERVICES (DBHDS)**

**AND**

**DEPARTMENT OF HOUSING AND COMMUNITY  
DEVELOPMENT (DHCD)**

**AND**

**DEPARTMENT OF MEDICAL ASSISTANCE SERVICES (DMAS)**

**AND THE**

**VIRGINIA HOUSING DEVELOPMENT AUTHORITY (VHDA)**

**REGARDING INCREASING ACCESS TO INDEPENDENT LIVING  
OPTIONS FOR INDIVIDUALS WITH DEVELOPMENTAL  
DISABILITIES**



This **MEMORANDUM OF UNDERSTANDING** (MOU) is made among the Departments of:

DBHDS, a principal agency established in the Executive Branch of government of the Commonwealth of Virginia;

AND

DHCD, a principal agency established in the Executive Branch of government of the Commonwealth of Virginia;

AND

DMAS, a principle agency established in the Executive Branch of government of the Commonwealth of Virginia;

AND

VHDA, a political subdivision of the Commonwealth of Virginia;

Collectively hereinafter referred to as the (“Parties”)

## **I. RECITALS**

WHEREAS, the Commonwealth of Virginia has developed *Virginia’s Plan to Increase Independent Living Options*, dated March 6, 2013 (hereinafter referred to as the “Plan”) to increase the availability of independent housing options for individuals with intellectual and developmental disabilities. This Plan is intended to meet the requirements of Section III.D.3 of the Settlement Agreement with the United States Department of Justice. A cornerstone principle of this Plan is the decoupling of housing and services, such that service provision and housing decisions are separate and distinct, and individuals have choices about where they live and where they may obtain services. This will result in more individuals with intellectual and developmental disabilities and their families having more choices of where to live, with increased access to affordable opportunities to live independently.

## **II. PURPOSE**

The purpose of this MOU is to:

- Delineate the respective duties and responsibilities of the Parties in implementing activities related to the Plan, which is a requirement of Section III.D.3 of the Settlement Agreement between the United States Department of Justice and the Commonwealth of Virginia.

- Establish a broad framework among the Parties for partnership and collaboration. It is contemplated that this MOU will be tailored via Project Addendums to delineate the respective duties and responsibilities of the Parties as needed to adhere to specific requirements of a particular activity and/or funding opportunity.

### **III. BACKGROUND**

In March 2013, the Interagency Housing Committee composed of representatives from the Department of Behavioral Health and Developmental Services, the Office of the Secretary of Health and Human Resources, the Virginia Housing Development Authority (VHDA), the Virginia Department of Housing and Community Development (DHCD), the Virginia Department of Medical Assistance Services (DMAS), the Virginia Department for Aging and Rehabilitative Services (DARS), and the Virginia Board for People with Disabilities (VBPD), as well as stakeholder organizations, completed *Virginia's Plan to Increase Independent Living Options (March 6, 2013)*. The Plan sets forth five major goals with nine strategies and detailed action steps to achieve those goals (Exhibit A).

### **IV. TARGET POPULATION**

The target population includes the following:

- Individuals currently residing at any of the Commonwealth's five Training Centers, or
- Who (i) meet the criteria for the wait list for the Intellectual Disability Waiver, or (ii) meet the criteria for the wait list for the Developmental Disability Waiver; or
- Currently reside in a Nursing Facility or Intermediate Care Facility.

### **V. COVENANTS AND RESPONSIBILITIES OF PARTIES**

A. Each of the Parties hereby agrees to commit staff, time and resources, as set forth in the Plan attached hereto as Exhibit A and incorporated herein by this reference, to the extent resources are available and as specified in subsequent Project Addenda.

### **VI. STATEMENT OF WORK**

B. This MOU shall be based on activities delineated in Virginia's *Plan to Increase Independent Living Options (March 6, 2013)*, a copy of which is attached as Exhibit A.

### C. Summary of Proposed Activities

The five goals of the Plan are:

1. Expand the inventory of affordable and accessible rental units.
2. Increase access to rental subsidies.
3. Build understanding and awareness of informed choices.
4. Review potential federal and state policy changes that will facilitate increased access and availability of services and supports that permit individuals to choose more independent living options.
5. Assess and advance coordinated plan implementation.

Together, through the actions described in Exhibit A, the Parties commit to achieve:

- An increase in the number of affordable rental units by 2016 (to be established in September 2013.)
- A five percent annual increase in the number of individuals, who are newly enrolled in the Medicaid Waiver, requesting in-home rather than congregate services.
- An increase in the number of individuals who access rental subsidies each year (to be established in September 2013.)
- A ten percent increase each year in the use of Medicaid for independent living, as measured by the increase in the number of individuals receiving Medicaid ID or DD waiver services and living independently
- Achievement of annual plan benchmarks.

### D. Action Plan

The Commonwealth has put in place the infrastructure and leadership to implement the Plan, relying on the Interagency Housing Committee to advance the Plan goals, and the collection of project and performance data across agencies to monitor progress. The Parties will establish, track, and analyze benchmarks to reach identified goals in collaboration with the Interagency Housing Committee.

### E. Staffing

DBHDS will dedicate a housing specialist to lead the implementation of the Plan. The Parties shall each dedicate, at a minimum, one senior-level staff member to serve on the Interagency Committee who has decision making authority and/or sufficient knowledge, experience and authority to actively participate and provide input on recommendations regarding implementation policies and activities. These staff members will be responsible for attending, participating and contributing to the Interagency Housing Committee meetings

and assisting with plan implementation and reporting information back to their respective agency heads and Secretariats.

F. Responsibilities of each agency, shall include but not be limited to:

- DBHDS:
  - Responsible for overall coordination of plan implementation.
  - Responsible for reviewing state and local policy to identify potential changes that will facilitate increased access and services and supports that permit individuals to choose more independent living options.
  - Responsible for serving as the state lead in coordinating the provision of local community services, including housing, to support implementation of the plan.
  - Responsible for building understanding and awareness of informed choices for independent living among individuals with developmental disabilities.
  - Responsible for pursuing and developing state resources to expand the availability of rental assistance.
  
- DMAS:
  - Responsible for the ongoing tracking, reporting and analysis of Medicaid data.
  - Responsible for reviewing state and local policy to identify potential changes that will facilitate increased access and services and supports that permit individuals to choose more independent living options.
  - Responsible for assisting DBHDS in coordinating the provision of local community services, including housing, to support implementation of the plan, especially in regard to services for people receiving assistance through the DD Waiver.
  - Responsible for building understanding and awareness of informed choices for independent living among individuals with developmental disabilities.
  - Responsible for pursuing and developing state resources to expand the availability of rental assistance.
  - Responsible for providing accurate, timely financial information to assist DBHDS in relationship to implementing the Plan.
  - Responsible for coordinating with the DBHDS Commissioner or his or her designee prior to communicating with the press and external stakeholders relating to the Plan and plan related matters.
  
- VHDA:
  - Responsible for encouraging and incentivizing in its housing programs the development and availability of more affordable, accessible housing for the target population.

- Responsible for assisting local service providers and case managers in identifying and accessing available affordable and accessible rental housing units.
  - Responsible for pursuing federal resources to expand the availability of rental assistance for the target population.
  - Responsible, in partnership with DHCD, for providing technical assistance as needed to local service providers in working with and soliciting the participation of housing owners and developers in programs to meet the housing needs of the target population.
  - Responsible for assisting DBHDS in coordinating housing and support services at both the state and local levels to support coordinated implementation of the plan.
  - Responsible for coordinating with the DBHDS Commissioner or his or her designee prior to communicating with the press and external stakeholders relating to the Plan and plan related matters.
- DHCD:
    - Responsible for encouraging and incentivizing in its housing programs the development and availability of more affordable, accessible housing for the target population.
    - Responsible for pursuing federal resources to expand the availability of rental assistance for the target population.
    - Responsible, in partnership with VHDA, for providing technical assistance as needed to local service providers in working with and soliciting the participation of housing owners and developers in programs to meet the housing needs of the target population.
    - Responsible for assisting DBHDS in coordinating housing and support services at both the state and local levels to support coordinated implementation of the plan.
    - Responsible for coordinating with the DBHDS Commissioner or his or her designee prior to communicating with the press and external stakeholders relating to the Plan and plan related matters.

G. Joint responsibilities of all Parties shall include:

1. Ensuring each committee member:

- Attends and actively participates in each Interagency Housing Committee meeting. Each agency must be represented by a senior-level staff person at all committee meetings who has sufficient knowledge, experience and authority to provide input and recommendations regarding implementation policies and activities.
  - The committee will meet at least on a bi-monthly basis during the first 12 months after the March 6, 2013 plan completion

date. At no time will the committee meet less than on a quarterly basis.

- Provides periodic updates as appropriate on Plan implementation issues, concerns or questions to DBHDS Housing Specialist.
  - Collaborates with Committee members in the presentation of accomplishments, findings, and national and state best practices to advance and refine Plan implementation.
  - Represents their respective agency at meetings, training sessions, or conferences pertaining to the implementation of the Plan.
  - Is the Committee's primary contact for their respective agency in relationship to the Plan.
  - Provides feedback and input in relationship to Plan deliverables.
  - Is accountable for meeting the deadlines and responsibilities set forth in the Plan.
  - Shares collective responsibility achieving planned outcomes.
  - Provides other support necessary to strengthen and sustain the interagency collaborative relationship necessary to fulfill the purpose of this MOU and the overall goals of the Plan.
  - Works collaboratively and in good faith to ensure the Plan is successfully implemented.
2. Dedicating agency resources to the extent feasible and influence to addressing and resolving issues or concerns related to Plan implementation.
  3. Ensuring that their employees and offices responsible for the implementation of this agreement receive a copy of the signed agreement and understand their respective responsibilities.
  4. Ensuring that this MOU is reviewed on an annual basis and that new employees responsible for the implementation and management of the activities referenced by this agreement receive an orientation to the contents of the agreement and their responsibilities.

#### H. Reporting Requirements

The Parties shall provide to DBHDS the following reports/updates for use by the Interagency Committee:

- Quarterly and Annual reports summarizing activities related to the Plan.  
*Quarterly Deadline: Within 30 days of the end of the quarter.*  
*Annual Deadline: Within 45 days of the end of the calendar year.*
- Additional requests for information as needed, or as resources permit, to provide updates to the Administration, General Assembly, and stakeholders.

## **VII. CONFIDENTIALTY**

The Parties shall commit to upholding and enforcing the confidentiality of client records. The Parties shall be bound by privacy requirements for protected health information as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No 104-91). Government health programs must comply with regulations at 45 CFR §160.103 no later than April 14, 2003. If any party is exempt from the HIPAA requirements, they still must abide by the privacy policies contained in the Code of Virginia, §2.2-3800, Government Data Collection and Dissemination Practices Act, and the Freedom of Information Act (§2.2-3700).

## **VIII. TERM, MODIFICATION, AND CANCELLATION OF THE AGREEMENT**

**Period of Agreement:** This agreement shall commence upon final execution of this document and continue through March 5, 2021.

**Modification of Agreement:** This agreement may, upon mutual agreement with the parties, issue written modifications to this agreement, to include but is not limited to the target population, covenants and responsibilities of parties, statement of work, action plan and staffing. Any and all modifications to this agreement shall be in writing and signed by the parties below or their official designee.

**Cancellation of Agreement:** This agreement may be canceled by any party upon 90 days written notice. If this Agreement is terminated, the cancelling party or parties are obligated to fulfill any and all responsibility that was undertaken before the effective date of termination.

## **IX. COUNTERPARTS**

This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement.

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Department of Behavioral Health  
and Developmental Services  
James W. Stewart III, Commissioner

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Department of Housing and Community  
Development  
William Shelton, Director

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Department of Medical Assistance Services  
Cindi B. Jones, Director

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Virginia Housing Development Authority  
Susan F. Dewey, Executive Director

**Exhibit A – Virginia’s Plan to Increase Independent Living  
Options**